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dence of selling by retail without a license, and Act March 15, 1906 (Acts 1906, p. 411, c. 236), providing that the possession of the United States internal revenue tax receipt for the sale of liquors shall be prima facie evidence of the sale of liquor, etc., a disputable presumption of guilt of accused is shown on proof that he held a United States license as a retail liquor dealer, and in the absence of exculpatory evidence a conviction is proper.

[Ed. Note.—For cases in point, see Cent. Dig. vol. 29, Intoxicating Liquors, §§ 278, 321.]

**4. Criminal Law—Trial—Right to Confront Witnesses—Constitutional Law.**—Bill of Rights, Const. art. 1, § 8 (Code 1904, p. ccix), guaranteeing the right of accused to be confronted with the accusers and witnesses, does not exclude proper documentary evidence, and Acts 1901-02, p. 601, c. 516, and Act March 15, 1906 (Acts 1906, p. 411, c. 236), relating to the illegal sale of intoxicating liquors, are not unconstitutional on the ground that proof that accused held a United States license as a retail liquor dealer shall be presumptive proof of his guilt, which proof may be furnished by a copy of the record in the office of a United States internal revenue collector.

[Ed. Note.—For cases in point, see Cent. Dig. vol. 14, Criminal Law, § 1540.]

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PEOPLE'S PLEASURE PARK CO., Inc., et al. *v.* ROHLEDER.

June 11, 1908.

[61 S. E. 794.]

**1. Deeds—Construction—Conditions Subsequent.**—A condition subsequent is not favored in law, since it tends to destroy vested interests, and such condition will not be extended beyond its terms, and a party asking a forfeiture for breach of condition must bring himself clearly within the terms of the condition, and this rule is applied where a grantor or his heirs seek to take advantage of a breach of a condition subsequent, and is even more applicable where its benefits are invoked by one not a party to the deed or conveyance containing the condition.

**2. Corporations—Existence Apart from Stockholders—"Corporations."**—A corporation is an artificial person, like the state, having a distinct existence from that of its stockholders and directors.

[Ed. Note.—For other definitions, see Words and Phrases, vol. 2, pp. 1608-1621; vol. 8, pp. 7619, 7620.]

**3. Covenants—Restrictive Covenants—Breach—"Vesting in Colored Persons"—What Constitutes.**—A tract of land was divided up into a number of building lots, and each deed contained a covenant that the title to the land should never vest in a person of African descent or colored person, but some of the lots were thereafter conveyed to a corporation composed of negroes, who purchased the land

for the purpose of establishing an amusement park thereon for colored people; the corporation knowing of the covenant in the deed at the time of purchasing. Held, in an action to cancel the deed to the amusement park and enjoin the sale, that the transfer to the corporation composed of negroes for the purpose stated was not a breach of the covenant that the land should never vest in "colored persons," even though all the members and stockholders of the corporation were negroes, since the corporation was an entity distinct from its members, and was not a "colored person" within the covenant.

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BANKERS' LOAN & INVESTMENT CO. v. SPINDLE.

Sept. 10, 1908.

[62 S. E. 266.]

**1. Brokers—Contract for Services—Performance—Right to Commissions.**—Plaintiff procured a purchaser for certain of defendant's property at \$6,100, the price fixed, payable \$100 earnest money, \$400 on delivery of the deed, and 56 notes each for \$100, payable monthly, to be executed by the purchaser, complainant to receive for his services \$305 to be paid out of the last three of the notes so given. The purchaser paid the earnest money on the execution of the contract, but refused to accept a deed until certain defects in the title were cured. Defendant insisted that the title was good, and refused to remove the alleged defects, though the purchaser was financially responsible, was acting in good faith and anxious to obtain a good title. Defendant, admitting the validity and enforceability of the contract, permitted the purchaser to rescind, and return to him the earnest money, without complainant's consent. Held, that complainant was entitled to the contract commissions.

[Ed. Note.—For cases in point, see Cent. Dig. vol. 8, Brokers, § 92.]

**2. Same—Interest.**—Where a broker was only entitled to commissions out of the last three of a series of notes to be given by the purchaser for the property which were to be executed as of September 1, 1902, and would mature on the first days of July, August, and September, 1907, the broker on his principal's failure to complete the contract was only entitled to recover interest on the contract commissions from August 1, 1907.

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NORTON COAL CO. v. MURPHY.

Sept. 10, 1908.

[62 S. E. 268.]

**1. Master and Servant—Mines—Injury to Servant—Place to Work.**—Where defendant's mine foreman, whose duty it was to inspect the mine, had been notified that the roof of the haulway where plaintiff